

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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**IN RE METHYL TERTIARY BUTYL ETHER  
PRODUCTS LIABILITY LITIGATION**  
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Master File C.A. No. 1:00-1898  
MDL 1358 (SAS)  
M21-88

**This document relates to the following cases:**

*Abrahamson v. Amerada Hess, et al.*,  
No. 06-cv-3753  
*Albertson Water District v. Amerada Hess Corp.*,  
*et al.*, No. 08-cv-9618  
*American Distilling & Manufacturing Co., Inc. v.*  
*Amerada Hess Corp., et al.*, No. 04-cv-1719  
*Buchanan County School Board v. Amerada Hess*  
*Corp., et al.*, No. 04-cv-03418  
*California-American Water Co. v. Atlantic Richfield*  
*Co., et al.*, No. 04-cv-4974  
*Capital Credit Union v. Atlantic Richfield*  
*Company, et al.*, No. 06-cv-3752  
*Carle Place Water District v. Amerada Hess*  
*Corp., et al.*, No. 03-cv-10053  
*Chisholm Creek Utility Authority v. Alon USA*  
*Energy, Inc., et al.*, No. 04-cv-02061  
*City of Bel Aire, County of Sedgwick Water*  
*Authority v. Alon USA Energy, Inc., et al.*, No.  
04-cv-02062  
*City of Crystal River v. Amerada Hess Corp.*  
*et al.*, No. 07-cv-06848  
*City of Dodge City, Kansas v. Alon USA*  
*Energy, Inc., et al.*, No. 04-cv-02060  
*City of Fresno v. Chevron U.S.A., Inc., et al.*,  
No. 04-cv-04973  
*City of Galva, et al. v. Alon USA Energy Inc.*,  
*et al.*, No. 04-cv-01723  
*City of Glen Cove Water Department v.*  
*Amerada Hess Corp., et al.*, No. 08-cv-9622  
*City of Homosassa Water District v. Amerada*  
*Hess, et al.*, MDLF No. 07-cv-00113  
*City of Inverness Water District v. Amerada*  
*Hess Corp., et al.*, No. 07-cv-4011

*City of Lowell v. Amerada Hess Corp., et al.*,  
No. 05-cv-4018

*City of Marksville v. Alon USA Energy, Inc.,  
et al.*, No. 04-cv-03412

*City of Mishawaka v. Amerada Hess Corp.,  
et al.*, No. 04-cv-02055

*City of New York v. Amerada Hess Corp.,  
et al.*, No. 04-Civ-3417

*City of Park City, Kansas v. Alon USA Energy,  
Inc., et al.*, No. 04-cv-02059

*City of Riverside v. Atlantic Richfield Co., et al.*,  
No. 04-cv-4969

*City of Rockport v. Amerada Hess Corp., et al.*,  
No. 04-cv-01724

*City of Roseville v. Atlantic Richfield Co., et al.*,  
No. 04-cv-4971

*City of South Bend, Indiana v. Amerada Hess  
Corp., et al.*, No. 04-cv-02056

*City of Vineland Water-Sewer Utility v.  
Amerada Hess Corp., et al.*, No. 05-cv-9070

*Coffey Insurance Services v. Atlantic Richfield  
Company, et al.*, No. 06-cv-3570

*Commonwealth of Puerto Rico, et al. v. Shell Oil  
Co., et al.*, 07-cv-10470

*County of Nassau v. Amerada Hess Corp., et al.*,  
No. 03-cv-9543

*County of Suffolk and Suffolk County Water  
Authority v. Amerada Hess Corp., et al.*,  
No. 03-cv-5424

*Craftsbury Fire District #2 v. Amerada Hess  
Corp., et al.*, No. 04-cv-03419

*Crescenta Valley Water District v. Exxon Mobil  
Corporation, et al.*, 07-cv-9453

*Escambia County Utilities Authority v.  
Adcock Petroleum Inc., et al.*, No. 04-cv-1722

*Franklin Square Water District v. Amerada Hess  
Corp., et al.*, No. 04-cv-1281

*Freedom Sanitary District #1 v. Amerada Hess,  
et al.*, No. 06-cv-3751

*Greenlawn Water District v. Amerada Hess Corp., et al.*, No. 08-cv-9619  
*Greenville County Water and Sewer Authority v. Amerada Hess Corp., et al.*, No. 04-cv-0854  
*Hicksville Water District v. Amerada Hess Corp., et al.*, No. 04-cv-1278  
*Incorporated Village of Mineola v. AGIP Inc., et al.*, No. 03-cv-10051  
*Incorporated Village of Sands Point v. Amerada Hess Corp., et al.*, No. 04-cv-3416  
*Long Island Water Corp. v. Amerada Hess Corp., et al.*, No. 04-cv-02068  
*Manhasset-Lakeville Water District v. Amerada Hess Corporation., et al.*, No. 08-cv-7764  
*Martin Silver, et al. v. Alon USA Energy, Inc., et al.*, No. 04-cv-4975  
*New Jersey American Water Company, et al. v. Amerada Hess Corp., et al.*, No. 04-cv-1726  
*New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.*, No. 08 Civ. 00312  
*North Newton School Corp., v. Amerada Hess Corp., et al.*, No. 04-cv-02057  
*Northampton Buck County Municipal Authority v. Amerada Hess Corp., et al.*, No. 04-cv-1781  
*Orange County Water District v. Unocal Corp., et al.*, 04 Civ. 4968  
*Our Lady of the Rosary Chapel v. Amerada Hess Corp., et al.*, No. 04-cv-1718  
*Oyster Bay Water District v. Amerada Hess Corporation., et al.*, No. 08-cv-9994  
*Patrick County School Board v. Amerada Hess Corp., et al.*, No. 04-cv-02070  
*People of the State of California, et al. v. Atlantic Richfield Co., et al.*, No. 04-cv-4972  
*Plainview Water District v. Amerada Hess Corp., et al.*, No. 08-cv-0278  
*Port Washington Water District v. Amerada Hess Corp., et al.*, No. 04-cv-03415

*Quincy Community Services District v. Atlantic Richfield Co., et al.*, No. 04-cv-4970  
*Riverhead Water District v. Amerada Hess Corporation, et al.*, No. 08-cv-7766  
*Roslyn Water District v. Amerada Hess Corp., et al.*, No. 04-cv-5422  
*South Huntington Water District v. Amerada Hess Corp., et al.*, No. 08-cv-9621  
*St. Nicholas Parish v. Atlantic Richfield Company, et al.*, No. 06-cv-3742  
*State of New Mexico ex re. Patricia A. Madrid, Attorney General v. Atlantic Richfield, et al.*, No. 06-cv-380  
*Tampa Bay Water v. Amerada Hess Corp., et al.*, No 07-cv-4012  
*Town of Billerica, et al. v. Amerada Hess Corp., et al.*, No. 06-cv-1381  
*Town of Campbellsburg v. Amerada Hess Corp., et al.*, No. 04-cv-04990  
*Town of Duxbury, et al. v. Amerada Hess Corp., et al.*, No. 04-cv-01725  
*Town of East Hampton v. Amerada Hess Corp., et al.*, No. 04-cv-1720  
*Town of East Hampton v. Amerada Hess Corp., et al.*, No. 03-cv-10056  
*Town of Freedom v. Amerada Hess, et al.*, No. 06-cv-3754  
*Town of Hartland, County of Windsor v. Amerada Hess Corp., et al.*, No. 04-cv-2072  
*Town of Huntington/Dix Hills Water District v. Amerada Hess Corp., et al.*, No. 08-cv-9620  
*Town of Lakeville, et al. v. Atlantic Richfield Company, et al.*, No. 07-cv-8360  
*Town of Matoaka, West Virginia & Matoaka Water Systems v. Amerada Hess Corp., et al.*, No. 04-cv-03420  
*Town of Middleborough, et al. v. Amerada Hess Corp., et al.*, No. 06-cv-3741

*Town of Rayville v. Alon USA Energy, Inc., et al.,*  
No. 04-cv-03413

*Town of Southampton, the Trustees of the  
Freeholders and Commonality of the Town of  
Southampton v. AGIP Inc., et al.,* No. 03-cv-10054

*Town of Wappinger v. Amerada Hess Corp., et al.,*  
No. 04-cv-2388

*United Water Connecticut v. Amerada Hess Corp.,  
et al.,* No. 04-cv-1721

*United Water New York v. Amerada Hess Corp.,  
et al.,* No. 04-cv-2389

*Village of Hempstead v. AGIP Inc., et al.,*  
No. 03-cv-10055

*Village of Island Lake v. Amerada Hess Corp.,  
et al. (f/k/a City of Crystal Lake, et al.),*  
No. 04-cv-02053

*Village of Pawling v. Amerada Hess Corp., et al.,*  
No. 04-cv-2390

*Water Authority of Great Neck North v. Amerada  
Hess Corp., et al.,* No. 04-cv-01727

*Water Authority of Western Nassau v. Amerada  
Hess Corp., et al.,* No. 03-cv-9544

*West Hempstead Water District v. AGIP Inc.,  
et al.,* No. 03-cv-10052

*Westbury Water District v. AGIP Inc., et al.,*  
No. 03-cv-10057

#### **SUGGESTION OF BANKRUPTCY**

#### **TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

**PLEASE BE ADVISED** that on January 6, 2009, Defendants Lyondell Chemical Company and Equistar Chemicals, LP (collectively, the "Lyondell Defendants") and each of their affiliates listed in the attached Schedule 1 (collectively, the "Debtors") commenced a bankruptcy reorganization case in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") by filing a voluntary petition under chapter 11 of title 11

of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"). The Debtors' chapter 11 cases are now pending before the Honorable Robert E. Gerber, United States Bankruptcy Judge, and are being jointly administered under the caption *In re Lyondell Chemical Company*, Chapter 11 Case No. 09-10023(REG).

**PLEASE BE FURTHER ADVISED** that as of the commencement of the Debtors' chapter 11 cases, this action has been automatically stayed as against Lyondell Defendants. Pursuant to section 362 of the Bankruptcy Code, the filing of a bankruptcy petition automatically stays, "the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under [chapter 11], or to recover a claim against the debtor that arose before the commencement of the case under [chapter 11]" and "any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the [bankruptcy case]." 11 U.S.C. § 362(a)(1), (6).

**PLEASE BE FURTHER ADVISED** that on January 7, 2009, the Bankruptcy Court entered an *Order Pursuant to Sections 105(a), 362 and 365 of the Bankruptcy Code Enforcing and Restating Automatic Stay and Ipso Facto Provisions* [Docket No. 64], a copy of which is attached as Exhibit A, staying, restraining and enjoining all persons (including individuals, partnerships, corporations, and other entities and all those acting on their behalf) and governmental units (whether of the United States, any state or locality therein) from, among other things, commencing or continuing any judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Debtors' chapter 11 cases or recovering a claim against the Debtors that

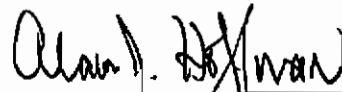


arose before the commencement of the Debtors' chapter 11 cases, or enforcing, against the Debtors or against property of their estates, a judgment or order obtained before the commencement of the Debtors' chapter 11 cases.

**PLEASE BE FURTHER ADVISED** that additional information regarding the status of the Debtors' chapter 11 cases may be obtained by visiting the website maintained by the claims and noticing agent retained by the Debtors, at <http://chapter11.epiqsystems.com>, or by contacting counsel for the Debtors, Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281, (212) 504-6000 (Attn: Andrew M. Troop, Esq. and Peter M. Friedman, Esq.).

Dated: January 9, 2009

**BLANK ROME LLP**



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# **SCHEDULE 1**

## **Chapter 11 Case No. 09-10023 (REG)**


### **List of Debtors**

Basell Finance USA Inc.	Lyondell Petrochemical L.P. Inc.
Basell Germany Holdings GmbH	Lyondell Refining Company LLC
Basell North America Inc.	Lyondell Refining I LLC
Basell USA Inc.	LyondellBasell Advanced Polyolefins USA Inc.
Circle Steel Corporation	LyondellBasell Finance Company
Duke City Lumber Company, Inc.	MHC Inc.
Equistar Chemicals, LP	Millennium America Holdings Inc.
Equistar Transportation Company, LLC	Millennium America Inc.
Glidco Leasing, Inc.	Millennium Chemicals Inc.
Glidden Latin America Holdings Inc.	Millennium Holdings, LLC
HOISU Ltd.	Millennium Petrochemicals GP LLC
Houston Refining LP	Millennium Petrochemicals Inc.
HPT 28 Inc.	Millennium Petrochemicals LP LLC
HPT 29 Inc.	Millennium Petrochemicals Partners, LP
H.W. Loud Co.	Millennium Realty Inc.
IMWA Equities II, Co., L.P.	Millennium Specialty Chemicals Inc.
ISB Liquidating Company	Millennium US Op Co LLC
LBI Acquisition LLC	Millennium Worldwide Holdings I Inc.
LBIH LLC	MWH South America LLC
LeMean Property Holdings Corporation	National Distillers & Chemical Corporation
Lyondell (Pelican) Petrochemical L.P. I, Inc.	NDCC International II Inc.
Lyondell Asia Pacific, Ltd.	Nell Acquisition (US) LLC
Lyondell Chemical Company	Penn Export Company, Inc.
Lyondell Chemical Delaware Company	Penn Navigation Company
Lyondell Chemical Espana Co.	Penn Shipping Company, Inc.
Lyondell Chemical Europe, Inc.	Penntans Company
Lyondell Chemical International Co.	PH Burbank Holdings, Inc.
Lyondell Chemical Nederland, Ltd.	Power Liquidating Company, Inc.
Lyondell Chemical Products Europe, LLC	Quantum Acceptance Corporation
Lyondell Chemical Properties, L.P.	SCM Plants, Inc.
Lyondell Chemical Technology Management, Inc.	Suburban Propane GP, Inc.
Lyondell Chemical Technology I Inc.	Tiona, Ltd.
Lyondell Chemical Technology, L.P.	UAR Liquidating Inc.
Lyondell Chimie France LLC	USI Chemicals International, Inc.
Lyondell-Equistar Holdings Partners	USI Credit Corp.
Lyondell Europe Holdings Inc.	USI Puerto Rico Properties, Inc.
Lyondell Greater China, Ltd.	Walter Kidde & Company, Inc.
Lyondell Houston Refinery Inc.	Wyatt Industries, Inc.
Lyondell LP3 GP, LLC	
Lyondell LP3 Partners, LP	
Lyondell LP4 Inc.	



**CERTIFICATE OF SERVICE**

I, Alan J. Hoffman, hereby declare under penalty of perjury that a true and correct copy of the foregoing Suggestion of Bankruptcy was served this 9<sup>th</sup> day of January, 2009, upon liaison counsel for Plaintiffs and Defendants by electronic mail and upon all other counsel via Lexis-Nexis File and Serve.

  
ALAN J. HOFFMAN

**EXHIBIT A**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**LYONDELL CHEMICAL COMPANY, et al.,**

**Debtors.**

**Chapter 11**

**Case No. 09-10023 (REG)**

**Jointly Administered**

**ORDER PURSUANT TO SECTIONS 105(a), 362  
AND 365 OF THE BANKRUPTCY CODE ENFORCING AND  
RESTATING AUTOMATIC STAY AND IPSO FACTO PROVISIONS**

Upon the motion (the "Motion") of Lyondell Chemical Company and certain of its subsidiaries and affiliates, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), for an order pursuant to sections 105(a), 362 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), enforcing and restating the automatic stay and ipso facto provisions of the Bankruptcy Code; and upon consideration of the Affidavit of Alan S. Bigman pursuant to rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York, sworn to on January 6, 2009; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and the relief being requested being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing before the Court (the "Hearing"); and the Court having

determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is hereby

**ORDERED** that the Motion is granted as set forth herein; and it is further

**ORDERED** that, subject to the exceptions to the automatic stay contained in section 362(b) of the Bankruptcy Code and the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) of the Bankruptcy Code, all persons (including individuals, partnerships, corporations, and other entities and all those acting on their behalf) and governmental units, whether of the United States, any state or locality therein or any territory or possession thereof, or any foreign country (including any division, department, agency, instrumentality or service thereof and all those acting on their behalf), are hereby stayed, restrained and enjoined from:

- (a) commencing or continuing (including the issuance or employment of process) any judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Debtors' chapter 11 cases or recovering a claim against the Debtors that arose before the commencement of the Debtors' chapter 11 cases;
- (b) enforcing, against the Debtors or against property of their estates, a judgment or order obtained before the commencement of the Debtors' chapter 11 cases;
- (c) taking any action to obtain possession of property of the Debtors' estates or to exercise control over property of the estates or interfere in any way with the conduct by the Debtors of their businesses, including, without limitation, attempts to interfere with deliveries or events or attempts to seize or reclaim any equipment, supplies or other assets the Debtors use in their businesses;
- (d) taking any action to create, perfect, or enforce any lien against property of the Debtors' estates;
- (e) taking any action to create, perfect, or enforce against property of the Debtors any lien to the extent that such lien secures a claim that arose prior to the commencement of the Debtors' chapter 11 cases;

- (f) taking any action to collect, assess, or recover a claim against the Debtors that arose prior to the commencement of the Debtors' chapter 11 cases;
- (g) offsetting any debt owing to the Debtors that arose before the commencement of the Debtors' chapter 11 cases against any claim against the Debtors; and
- (h) commencing or continuing any proceeding before the United States Tax Court concerning the Debtors, subject to the provisions of 11 U.S.C. § 362(b);

and it is further

**ORDERED** that, pursuant to sections 362 and 365 of the Bankruptcy Code, and subject to any relevant provisions or exceptions provided for in the Bankruptcy Code, notwithstanding a provision in a contract ("Contract") or lease ("Lease") or any applicable law, all persons are hereby stayed, restrained and enjoined from terminating or modifying any and all Contracts and Leases to which the Debtors are party or signatory, at any time after the commencement of these cases because of a provision in such Contract or Lease that is conditioned on the (i) insolvency or financial condition of the Debtors at any time before the closing of these cases; or (ii) commencement of these cases under the Bankruptcy Code. Accordingly, all such persons are required to continue to perform their obligations under such Leases and Contracts during the postpetition period; and it is further

**ORDERED** that nothing in this Order or the Motion shall constitute a rejection or assumption by the Debtors, as debtors-in-possession, of any executory contract or unexpired lease; and it is further

**ORDERED** that, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and applicable law, upon request of a party in interest, and after notice and a hearing, this Court may grant relief from the restraints imposed herein in the event that it is necessary, appropriate and warranted to terminate, annul, modify or condition the injunctive relief herein.

Dated: New York, New York  
January 7, 2009

*S/ Robert E. Gerber*  
UNITED STATES BANKRUPTCY JUDGE